

REQUEST FOR QUALIFICATIONS



FOR

**Annual Stormwater Inspection Services
City-Parish Project No. 22-CN-MS-0001**

Solicitation No.: 20008-A22-01

RELEASE DATE: JANUARY 21, 2022

RFQ OPENING DATE: FEBRUARY 18, 2022, at 2:00 PM

CITY OF BATON ROUGE | PARISH OF EAST BATON ROUGE
OFFICE OF THE MAYOR-PRESIDENT
DIVISION OF PURCHASING

JANUARY 2022

KEY REMINDERS TO PROSPECTIVE PROPOSERS

- Read the solicitation in its entirety.
- Contact the designated purchasing official only.
- Take advantage of the question and answer period.
- Provide complete answers and descriptions.
- Review the RFQ and your proposal before submitting.
- Submit your proposal on time, before the deadline.
- Sign (by authorized signatory) in designated place on Attachment B Proposal Form.
- Retain the complete set of specifications and contract documents for your files.

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City of Baton Rouge, Parish of East Baton Rouge, Louisiana
Request for Proposal No. 20008-A22-01
Annual Stormwater Inspection Services
January 21, 2022

1. Purpose

The purpose of this Request for Qualifications (RFQ) is to obtain qualifications as allowed by City-Parish governing statutes, ordinances, resolutions and policies from bona fide, qualified proposers who are interested in providing inspection services for annual stormwater cleaning and rehabilitation projects.

2. General Instructions

Proposers shall submit proposals to the Purchasing Division, directed to the following:

Attention: Director of Purchasing
P.O. Box 1471
Baton Rouge, LA 70821

Proposers shall submit proposals no later than **February 18, 2022, by 2:00 PM**. Proposals may also be delivered by hand to our physical address at the following location:

Purchasing Division
222 Saint Louis Street
8th Floor, Rm. 826
Baton Rouge, LA 70802

Proposers shall submit proposals between the hours of 8:00 AM and 5:00 PM, Monday through Friday, unless otherwise provided by a federal holiday, which then may be delivered by hand on the following business day, not later than **February 18, 2022, by 2:00 PM**, local time. Proposals submitted for consideration shall consist of the following:

- Proposers shall submit one (1) **signed** hardcopy of the original proposal (**signed on Attachment B Proposal Form**) in a **sealed envelope**, marked [***Original***] **Annual Stormwater Inspection Services**. Additionally, proposers should submit five (5) additional hardcopies of the signed proposal in a **sealed envelope**, marked [***Copy***] **Annual Stormwater Inspection Services**, one (1) digitally signed proposal on CD/DVD/USB drive in PDF format, marked **Annual Stormwater Inspection Services**, and one (1) redacted copy of the proposal, if applicable.
- A Title Page, Table of Contents, signed Letter of Transmittal, and Proposal Contents as outlined and requested within Section 16 and Attachment A of this RFQ.
- All required attachments indicating authority which are acceptable to the public entity (to be submitted with both the electronic and hardcopy proposal submissions).

Proposers should notate clearly the name of the Proposer, the number, and the title of the RFQ on the proposal documents, shipment packaging, and any other sealed envelopes contained therein. This information is critical to the Purchasing Division to identify proposals.

Proposers are hereby advised that the U. S. Postal Service does not make deliveries to our physical location. Proposals must be received in the physical address of Purchasing Division by deadline.

Proposers should clearly demonstrate the applicant's qualifications and experiences to perform the **Annual Stormwater Inspection Services** and attend all factors applicable in a professional relationship.

Proposers shall familiarize themselves with and shall comply with all applicable Federal and State Laws, parish/municipal ordinances, resolutions, and the rules and regulations of all authorities having jurisdiction over the solicitation. These laws and/or ordinances will be deemed to be included in the contract, the same as though herein written in full.

Proposers should include detailed resumes or curricula vitae for the principals performing the services.

The City-Parish has elected to use LaPAC, the state's online electronic bid posting and notification system, in addition to its standard means of advertising this requirement. LaPAC is resident on State Purchasing's website at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm> and is available for vendor self-enrollment.

Copies of the solicitation and related information are available from the City-Parish's Purchasing Division and the state's Procurement and Contract Network website, LaPAC, at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=102>.

In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting. Though not required if receiving solicitation and addenda notices from LaPAC, the City-Parish will email addenda to all vendors contacting our office and requesting to be put on our office Vendor Listing for this solicitation.

3. Receipt of Proposals

PROPOSALS MUST BE RECEIVED BY THE CITY-PARISH IN THE PHYSICAL ADDRESS OF THE PURCHASING DIVISION ON OR BEFORE THE SUBMISSION DEADLINE.

The City-Parish will NOT accept proposals delivered after the deadline.

4. Schedule of Events

<i>Item</i>	<i>Anticipated Schedule</i>
<i>RFQ Issued</i>	<i>January 21, 2022</i>
<i>Pre-Proposal Conference (non-mandatory)</i>	<i>Not Applicable</i>
<i>Deadline to Receive Written Inquiries</i>	<i>February 4, 2022 (5:00 PM, local time)</i>
<i>Deadline to Answer Written Inquiries</i>	<i>February 11, 2022</i>
<i>Proposal Submission Deadline</i>	<i>February 18, 2022 (2:00 PM, local time)</i>
<i>Oral Discussions with Proposers (if needed)</i>	<i>to be scheduled if necessary</i>
<i>Notice of Intent to Award</i>	<i>to be scheduled (approx. 2-4 weeks after # 5-6)</i>
<i>Contract Initiation</i>	<i>May 2, 2022</i>

***The City-Parish reserves the right to deviate from these dates.**

If the City-Parish identifies a likely service provider, it may negotiate a final agreement with the provider and fix the relationship by professional services agreement. The contract will contain the standard City-

Parish provisions shown in “Attachment D” for **Annual Stormwater Inspection Services** and the proposal forms shown in “Attachment B” and “Attachment B-1.”

In case a pre-proposal conference is not held, the City-Parish will initiate a Proposer Inquiry period for all interested Proposers to perform a procedural review of the proposal documents.

Proposer Inquiry

The City-Parish will initiate a Proposer Inquiry period for all interested potential proposers to perform a procedural review of the Request for Proposal, submit written inquiries, and receive an official response from the City-Parish. Official responses from the City-Parish to written inquiries submitted by potential proposers, prior to the inquiry deadline, will be supplied via a forthcoming addendum published to LaPAC.

Proposers shall submit **ONLY** written questions related to the proposal not later than **5:00 PM, on February 4, 2022**, to:

Kris Goranson
Director
Purchasing Division
P.O. Box 1471
Baton Rouge, LA 70821
Email: RFQA2201StormwaterInspection@brla.gov
Fax: (225)-389-4841

or deliver by hand to the physical location:

222 Saint Louis Street, Rm. 826
Baton Rouge, LA 70802

between the hours of 8:00 AM to 5:00 PM, Monday through Friday, unless otherwise provided by a federal holiday, which then may be delivered by hand on the following business day, not later than **5:00 PM on February 4, 2022**.

Proposers are hereby advised that the U. S. Postal Service does not make deliveries to our physical location. Proposals must be received in the physical address of the Purchasing Division by deadline.

5. Background

The Department of Environmental Services (DES) seeks to contract the services of up to 15 qualified construction inspectors. The intent of this RFQ is to obtain the services from three inspection firms each providing five construction inspectors with associated supervision and administration. The projects involve cleaning, construction and/or rehabilitation of the existing stormwater infrastructure through various annual contracts.

Individual inspectors are to be provided on a project-by-project basis, with assignment and duration determined by the DES’s Program Manager. Inspectors will receive training in inspection procedures, interpretation of contract documents, Program goals, and community and contractor relations. This training will be provided by the Program Manager.

6. Scope of Services

6.1 Scope of Services

The inspection firms will employ up to 15 qualified inspectors and assign them to the Program for primarily day shift work with variable hours to coincide with cleaning and construction contractors working hours. The employees of the inspection firms will have insurance as specified herein. The firm will provide a safety program and safety training for their employees. Employees shall undergo drug testing and background checks prior to being employed to work on the Program. The inspectors must pass the company drug testing program successfully. Failure to pass the drug test will result in termination of the inspector's assignment on the Program. The firm will provide all necessary payroll and human resources requirements and determine the hourly rates of each employee. Transportation to and from the work site is the responsibility of the employee or the firm.

The DES retains the right to reject any employee of the awarded firm(s) assigned to fulfill this contract who fails to perform assigned duties satisfactorily, who violates any federal, state or local regulation, or for any other reason is considered unacceptable in the judgment of the DES and/or its representatives.

6.2 Firm Qualifications

The construction services firm must have a business license in the State of Louisiana for a minimum of 3 years. Interested firms must demonstrate a minimum of 5 years experience in the provision of construction inspection of municipal construction, including pipeline, civil, structural, electrical, mechanical, and roadway construction and pavement restoration in the South Louisiana area.

6.3 Qualifications of Inspectors

The DES requires Inspector Grade staff with the following qualifications:

- High school diploma with either 2 years of post high school construction related training, 3 years of related experience, or 1 year as a Baton Rouge SSO Program construction inspector
- Computer skills including Microsoft Office software including MS Word, MS Excel, and MS Outlook (for email) and ArcGIS
- Ability to read and comprehend civil engineering drawing and specifications
- Contact information for three references from previous employers or clients regarding reliability and work ethic
- Ability to work independently and as part of team
- Observation and documentation skills
- Communication skills both oral and written in English
- Calm under stress or when encountering other's aggressive behavior

The DES requires Lead Inspectors who possess Inspector Grade qualifications as well as the following:

- Minimum 10 years of related experience
- Ability to read and comprehend mechanical, electrical, structural and architectural drawings and specifications
- Ability to plan and direct the work of other inspectors or staff
- Ability to provide training and coaching in construction and related knowledge
- Ability to serve as liaison between the Program Manager and the selected construction inspection firm
- Ability to review and approve daily inspection reports from inspectors

6.5 Compensation and Benefits

Compensation to the inspection firms for all work to be performed under this contract shall be in accordance with the rate table in Attachment B-1. These raw salary compensation rates are not intended to limit the actual salary payments made to the inspection firms' individual employees.

Each company will be compensated with a daily jobsite mileage allowance, reimbursed at the standard IRS mileage rate, based on travel of 3 miles per hour worked for each field employee (inspector and lead inspector) provided to the City-Parish under this contract. Reimbursement for a cellular phone in the amount of \$40/month will also be provided for each field employee. These reimbursement rates are not intended to limit the actual vehicle and phone reimbursement payments made to the Construction Services Firm's individual employees.

Each field employee provided to the City-Parish under this contract shall be provided with the following, which will not be directly reimbursed by the City-Parish:

- Scales: Engineers and architectural
- OSHA 10 Hour Training for the Construction Industry
- Laminated Photo Identification Badges with individual's name and company name
- Magnetic Vehicle Signs (2) with company name and logo
- Personal Protective Equipment
 - Steel-toed work boots meeting OSHA requirements
 - Safety Vest
 - Hard Hat
 - Eye Protection
 - Ear Protection
 - Gloves
- Inspection tool kit, including
 - Measuring devices (tape, rule etc)
 - Mirrors for lamping storm drains
 - Flash Light
 - Manhole pick and hook
- iPad or Android tablet with an activated account for submitting daily inspection reports

Each employee provided to the City-Parish under this contract shall be, at a minimum, provided with the following by the Program Manager (Initial equipment provided at no cost, replacements will be provided at cost if required):

- Standard forms to be used and filled
- DPW 1997 Standard Specifications for Public Works Construction (Blue Book)
- Project Plans, Specifications, Standards
- Technical inspection training and ethics training

6.6 Health and Safety

The Construction Services Firm shall provide and implement a Health and Safety plan and program that is, at a minimum, equal to that which the Program has established. Additionally, inspectors shall adhere to contractor safety plans for projects to which they are assigned.

The Construction Services Firm shall implement a Drug-Free Workforce Policy that is, at a minimum, equal to that which the City-Parish has established under Ordinance 12268, adopted by the Metro Council on March 27, 2002.

Both of these documents shall be provided to the Program Manager for review and approval.

6.7 Period of Agreement

This contract shall commence upon the issuance of a Notice to Proceed by the Department representative and shall continue through December 31, 2022. For the purposes of this RFQ, the anticipated Notice to Proceed is January 1, 2022. This contract will have the option of four annual renewals for calendar years 2023, 2024, 2025, and 2026, provided all prices, terms, and conditions remain the same, upon mutual agreement of the contracting parties.

6.8 Location

The locations of the work are throughout East Baton Rouge Parish. Specific addresses will be provided to the selected inspection firms on a work order basis.

7. Evaluation and Selection

The following criteria cited herein will be evaluated when reviewing the proposal. The proposal will be evaluated in light of the material and the substantiating evidence presented to City-Parish.

Each Proposer bears sole responsibility for the items included or not included within the response submitted by the Proposer. The evaluation committee will evaluate responsive RFQ submissions on the following background and experience, technical criteria, and cost; award points up to the maximum points allocated; and provide an assessment.

Proposer shall be experienced in the installation and/or maintenance of equipment or similar equipment as described in the scope of work. Proposer shall demonstrate its qualifications in the proposal with a summary of its commercial history, resumes of team members associated with the project and a statement that it is capable of meeting the goals and objectives of the program.

Each Proposer should address within the proposal how the firm will meet all the requirements of this RFQ. Proposers will be assessed on the below listed criteria and shall receive an allocation of points (up to the maximum) based upon the following schedule:

Inspection Firm's Qualifications and Experience: 25 points

Firm shall demonstrate experience managing construction inspection services. Experience specific to cleaning, construction and/or rehabilitation of existing sanitary sewer and stormwater infrastructure will be given stronger consideration. While the inspection firm may be responsible for confirming Davis Bacon wage rates, knowledge of projects with this requirement is preferred.

Key Personnel Qualifications and Experience: 25 points

Current resumes of the proposed lead inspector, inspectors and administrative staff proposed to be committed to this contract shall be provided. It is understood that a complete staff may not be in place at the time of this selection and fulfillment of vacant positions shall be detailed in the proposer's Staff Management Plan detailed below.

Staff Management Plan: 25 points

Describe in both narrative and graphic form how the inspection firm proposes to manage contract if selected. Provide general information on the organization and management processes, as well as a more specific outline of the structure of the proposed team. This section will need to discuss the Quality Assurance and Quality Control procedures that are in place for the firm. This section should answer at a minimum such questions as: Who will have day-to-day overall responsibility for providing the service and what is his/her level of delegated authority? Who is the firm's principle in charge of the contract? What will the lines of authority be? How much of each person's time will be committed to providing the service? Who will have the overall responsibility for the quality of the service being performed? What is the firm's process for recruiting and hiring new staff after the initial mobilization including details for vetting potential candidates? In addition to the narrative description, this management plan should include an organization chart of the team, and a chart indicating the time commitments and task responsibilities for each project team member. Additionally, an approach to staffing needs, as applicable, shall be detailed in this section.

Health and Safety Plan: 10 points

The health and safety of the public is paramount. The inspection firm should provide their safety history on prior similar projects along with a general plan for health and safety at the work site. It is understood that a complete health and safety plan may not be established for this particular project at this time.

MBE/SBE/WBE Participation: 10 points

Contracting with minority, small and women owned businesses is encouraged by both the City-Parish and as described in 2 CFR 200.321.

Proposal/Understanding: 5 points

The inspection firm should identify understanding of project scope, the past work experience for both the firm and personnel should properly reflect project scope and user agency specifications.

The evaluation committee may:

- Conduct reference checks relevant to the solicitation to verify any information and consider any relevant information from such cited references or sources in the evaluation of the proposals;

- Request interviews and presentations with any Proposer to clarify any questions or considerations based on the information contained in the proposal.

8. Notice of Intent to Award

Upon review and approval of the evaluation committee's recommendation for award by the Director of Purchasing and the Metropolitan Council, a *Notice of Intent to Award* letter will be issued to the Proposer. The City-Parish desires to have a contract completed and signed by all parties concerned, on or before the date indicated in the Schedule of Events. If the Proposer fails to submit the Award Contract by the scheduled deadline, through no liability of the City-Parish, the City-Parish may elect to cancel the *Notice of Intent to Award* letter and make the award to the next highest scored Proposer.

The Purchasing Division shall notify all unsuccessful Proposers as to the outcome of the evaluation process, and include, upon request, evaluation factors, points, and a summary. A recommendation report shall be made available to all interested parties after the *Notice of Intent to Award* letter has been issued.

9. Contract Negotiations

If, for any reason, the Proposer whose proposal is most responsive to the City-Parish's needs, price, and other evaluation factors set forth in the RFQ considered, does not agree to the contract, that proposal shall be rejected and the City-Parish may negotiate with the next highest scored Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. Negotiation shall also allow price adjustments. The final contract form shall be reviewed by the Purchasing Division and approved by the Parish Attorney prior to issuance of a purchase order, if applicable, to complete the process.

The RFQ, any addendums, and the proposal of the selected Proposer will become part of any contract initiated by the City-Parish.

In no event is a Proposer to submit its own standard contract terms and conditions as a response to this RFQ. The Proposer needs to address the specific language in the sample contract "Attachment D" and submit with their proposal any exceptions or exact contract deviations that the firm wishes to negotiate. The terms for both of these documents may be negotiated as part of the negotiation process, with the exception of contract provisions that are non-negotiable.

If the contract negotiation period exceeds **30 days**, or if the selected Proposer fails to sign the contract within **seven calendar days of delivery of the contract**, the City-Parish may elect to cancel the award and award the contract to the next highest scored Proposer.

Award shall be made to the Proposer whose proposal, conforming to the RFQ, will be the most advantageous to the City-Parish, price and other factors considered.

10. Ownership

All proposals and/or documentation submitted therewith are City-Parish's property for all purposes.

Proposers must clearly mark documents or information as "confidential" in order to claim exemption, if any, from public records disclosure and specifically justify the exemption.

Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of your proposal. Your cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific page(s) and/or section(s) of the proposal that are sought to be restricted:

“The data contained on page(s) XX and/or section(s) XX of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that, if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the City-Parish shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the City-Parish’s right to use or disclose data obtained from any source, including the Proposer, without restrictions.”

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL.” If a competing Proposer or other person seeks review or copies of another Proposer’s confidential data, the City-Parish will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the City-Parish and hold the City-Parish harmless against all actions or court proceedings that may ensue (including attorney’s fees), which seek to order the City-Parish to disclose the information. If the owner of the asserted data refuses to indemnify and hold the City-Parish harmless, the City-Parish may disclose the information.

The City-Parish reserves the right to make any proposal, including proprietary information contained therein, available to Purchasing Division personnel, the Office of the Mayor-President, or other City-Parish agencies or organizations for the sole purpose of assisting the City-Parish in its evaluation of the proposal. The City-Parish shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from Purchasing. When submitting your redacted copy, clearly mark the cover as – **“Redacted Copy”** – to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed.

11. Legibility / Clarity

Responses to the requirements of this RFQ in the formats requested are desirable, with all questions answered in as much detail as practicable. The Proposer’s response should demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise

description of the Proposer's ability to meet the requirements of the RFQ are also desired. Each Proposer shall be solely responsible for the accuracy and completeness of its proposal.

12. Effects

The City-Parish is not responsible for any cost associated with RFQ development, submission, or presentation, and is not responsible for any costs associated, in any way, with contract negotiation.

Changes, Addenda, & Withdrawals

The City-Parish reserves the right to change the schedule of events or issue addenda to the RFQ at any time. The City-Parish also reserves the right to cancel or reissue the RFQ.

If the Proposer needs to submit changes or addenda, such shall be submitted in writing prior to the proposal opening, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, and submitted in a sealed envelope, marked [**Addenda**] **Annual Stormwater Inspection Services**.

A Proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the Purchasing Division.

Deliverables

The deliverables and structure listed in "Attachment A" are the minimum desired from the successful Proposer. Every Proposer should describe what deliverables will be provided per their proposal and how the proposed deliverables will be provided.

Acceptance

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response.

The City-Parish reserves the right to reject a proposal if the Proposer's response is unacceptable, and the Proposer is unwilling to extend the validity of its proposal.

The mandatory RFQ requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal.

Rejection

Issuance of this RFQ in no way constitutes a commitment by the City-Parish to award a contract. The City-Parish reserves the right to accept or reject any or all proposals submitted or to cancel this RFQ if it is in the best interest of the City-Parish to do so. Failure to submit all non-mandatory information requested may result in the City-Parish requiring prompt submission of missing information and/or giving a lower score in the evaluation of the proposal.

Proposals received after the deadline, corrupted files, and incomplete submissions will not be considered.

Order of Precedence

In the event of an inconsistency between the contract, the RFQ, and/or the Proposer's proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFQ and subsequent addenda (if any), and finally, the Proposer's proposal.

13. Required Attachments with Proposal

In addition to the proposal, Proposers are required to complete and submit the following attachments:

- "Attachment B" Proposal Forms

The successful proposer will be required to submit a certificate of insurance that meets or exceeds the following attachment:

- "Attachment C" Insurance Requirements

14. Sample Agreement

The City-Parish supplies a sample professional services agreement in "Attachment D."

The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample agreement.

Proposer shall not submit its own standard contract terms and conditions as a response to this RFQ. Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds (if applicable).

By responding to this RFQ, the Proposer agrees to the City-Parish's required Contract Terms and Conditions as provided in "Attachment D" and therefore waives any future right to contest the required provisions.

15. Taxes

Any taxes, other than state and local sales and use taxes, from which the City-Parish is exempt, shall be assumed to be included within the Proposer's cost.

16. Proposal Submission Requirements

It shall be a requirement of the Proposer to demonstrate through its response to this RFQ that the Proposer can effectively meet or exceed the stated requirements listed in this section.

Proposers must respond to each of the requirements, explaining and demonstrating their qualifications. Each response will be evaluated and scored. Supporting documentation and actual examples of currently provided services must be provided within the Proposer's response. Please note that all proposals will be public record, and all personally identifiable information must be redacted from documentation. Scoring

will be based on the content, depth, and detail in the response, and the documentation provided in support of responses. Failure to provide supporting documentation or inadequate documentation may result in a reduced or failing score.

Submission Documents

Proposers shall submit one (1) signed hardcopy of the original proposal in a sealed envelope, marked [**Original**] **Annual Stormwater Inspection Services**. Additionally, proposers should submit five (5) additional hardcopies of the signed proposal in a sealed envelope, marked [**Copy**] **Annual Stormwater Inspection Services**, one (1) digitally signed proposal on CD/DVD/USB drive in PDF format, marked **Annual Stormwater Inspection Services**, and one (1) redacted copy of the proposal, if applicable.

To achieve a uniform review process and obtain the maximum degree of comparability, the City-Parish requires that the proposals be organized in the manner specified below.

The proposal shall include all of the following:

- 1) **Title Page**
RFQ number, RFQ name, the name of the firm, address, telephone number(s), facsimile machine number(s), name of contact person, and date.
- 2) **Table of Contents**
Clearly identify the materials by section, page number, and/or tabs.
- 3) **Letter of Transmittal (Limited to 5 Pages)**
Containing a summary of Proposer's ability to perform the services describe in the RFQ and confirms that Proposer is willing to perform those services and enter into a contract with the City-Parish. By signing the letter and/or the proposal, the proposer certifies compliance with the signature authority required in accordance with Louisiana law.

States your firm's understanding of the services to be performed and make a positive commitment to provide services as specified. Give the name(s) of the person(s) who is/are authorized to make representations for your firm, their title, address, and email address of each person authorized to sign as the Proposer, their telephone number(s), and facsimile number(s).

The person signing the proposal must be a current corporate officer, partnership member, or other individual authorized to submit a proposal as reflected in the appropriate records on file with the Secretary of State and has authority to sign in the capacity as a Proposer to bind the company (as reflected by a corporate resolution, certificate, affidavit, or any other documents that would trace back to authority to bind a company) in accordance with Louisiana law.

- 4) **Proposal's Contents**
Proposals should contain a clear and comprehensive response to all requirements/questions in the order contained herein:
 - a) Proposer Background & Experience
 - b) Service plan/defined processes fulfilling RFQ requirements
 - c) Other related services
 - d) Required Attachments

17. Potential Period of Agreement

As reflected in the *Scope of Work*, this contract shall commence upon the issuance of a Notice to Proceed by the Department representative and shall continue through December 31, 2022. For the purposes of this RFQ, the anticipated Notice to Proceed is January 1, 2022. This contract will have the option of four annual renewals for calendar years 2023, 2024, 2025, and 2026, provided all prices, terms, and conditions remain the same, upon mutual agreement of the contracting parties.

18. Claims or Controversies

Any Proposer who believes they were adversely affected by the City-Parish's procurement process or award, may file a protest. It must be submitted in writing to the Director of Purchasing and specifically state the particular facts which form the basis of the protest and the relief requested. Protests with regard to the specification documents will not be considered after proposals are opened and must be received at least two (2) days prior to the due date and time RFQ responses are due. Protests associated with contract award must be received within seven (7) days from the issuance of the notice of intent to award.

The City-Parish will take action on protests within fifteen (15) days of the receipt thereof. The City-Parish may suspend, postpone or defer the proposal process and/or award in whole or in part upon receipt of a protest.

A protest shall be limited to issues arising from the procurement provisions of the contract and state or local law. Protests with regard to basic project design will not be considered.

Protests may be reviewed by a committee appointed by the Parish Attorney. The decision of the committee regarding the protest will be given to the Proposer in writing within ten (10) days after all pertinent information has been considered. The decision of the Review Committee shall be a condition precedent to any other proceedings in connection with a protest and shall be considered the administrative remedy available to the protesting bidder.

19. Debriefing

Debriefings may be requested by the participating Proposers after a contract has been awarded. Contact may be made by phone at (225) 389-3259 or e-mail to purchasinginfo@brla.gov to schedule the debriefing. Debriefings shall occur within 15 days after the Contract Award and will not be conducted prior to contract award. Debriefings may be conducted so that unsuccessful proposers can review the evaluation summary and discuss the relative merits of their submitted proposal. If the requesting vendor wishes to view other file documents, a Public Records request in accordance with R.S 44.1 et. seq. can be submitted.

20. Errors and Omissions in Proposal

The City-Parish will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The City-Parish reserves the right to make corrections or clarifications due to patent errors identified in proposals by the City-Parish or the Proposer.

The City-Parish, at its option, has the right to require clarification or additional information from the Proposer.

21. Waiver of Administrative Informalities

The City-Parish reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

22. Minimum Scope of Insurance

The successful Proposer shall furnish the City-Parish with certificates of insurance affecting coverage(s) required by the RFQ (see "Attachment C").

The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the City-Parish prior to contract execution. The City-Parish reserves the right to require complete certified copies of all required policies, at any time.

23. Corporation Requirements

If the Proposer is a corporation and not incorporated under the laws of the State of Louisiana, the Proposer shall have obtained a certificate of authority pursuant to R.S. 12:301-302 from the Secretary of State of Louisiana, prior to the execution of the contract.

Upon the award of the contract, if the Proposer is a for-profit corporation whose stock is not publicly traded, the Proposer shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

If services are to be performed in the City of Baton Rouge, Parish of East Baton Rouge, evidence of a current occupational license and/or permit issued by the City-Parish shall be supplied by the successful vendor, if applicable.

24. Proposer Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The City-Parish shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

25. Use of Sub-contractors

Each Proposer shall serve as the single prime Proposer for all work performed pursuant to its contract. That prime Proposer shall be responsible for all deliverables referenced in this RFQ. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFQ, which identifies subcontract(s) with others, provided that the prime Proposer acknowledges total responsibility for the entire contract.

Information required of the Prime Proposer under the terms of the RFQ, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime Proposer shall assume total responsibility for compliance.

26. Civil Rights Compliance

The Proposer agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the Americans with Disabilities Act of 1990. Proposer agrees not to discriminate in its employment practices and will render services under this Agreement or any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Proposer, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this Agreement and any contract entered into as a result of this agreement.

27. Governing Law

All activities associated with this RFQ process shall be interpreted under applicable Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana, including but not limited to, L.R.S. 38-2211-2296; section 1:701-710 of the City-Parish Code of Ordinances, purchasing regulations; standard terms and conditions; special terms and conditions; and specifications listed in this RFQ.

28. Audit of Records

The City-Parish, designated person representing the City-Parish, or other lawful entity shall have the option to audit all accounts and records, physical, digital, or otherwise, directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable local, state, or federal law. Records shall be made available during normal business hours for this purpose.

The Proposer shall maintain all records in relation to this contract for a period of at least five (5) years after final close-out of the contract.

29. Liability & Risk Management

Insurance

The successful Proposer shall secure and maintain at its expense such insurance that will protect it from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage, which may arise from the performance of services under this Agreement, as referenced in "Attachment C." All certificates of insurance shall be furnished to the City-Parish and shall provide that such insurance shall not be cancelled without prior notice given to the City-Parish, in writing. Notices will name Proposer, and identify the Metropolitan Council Resolution approving the terms of this Agreement. The City-Parish may examine the policies at any time and without notice.

All policies and certificates of insurance acquired pursuant to this contract shall contain the clauses following:

- Proposer's insurers will have no right of recovery or subrogation against the City-Parish.
- The City-Parish shall be named as additional insureds as regards to general liability and automobile liability with respect to negligence by Proposer.

- The insurance company(ies) issuing the policy or policies shall have no recourse against the City-Parish for payment of any premiums or for assessments under any form of policy.
- Any and all deductibles in the below described insurance policies shall be assumed by and be at the sole risk of Proposer.

Prior to the execution of this Agreement Proposer shall provide at its own expense, proof of the following insurance coverage required by the contract to the City-Parish by insurance companies authorized to do

business in the State of Louisiana. Insurance is to be placed with insurers with an AM Best Rating of no less than A:VI.

1. In the event Proposer hires workers within the State of Louisiana, it shall procure and maintain Commercial General Liability insurance with a Combined Single Limit of *at least* One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage.
2. Business Automobile Liability insurance with Combined Single Limit of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage.

All policies of insurance shall meet the requirements of the City-Parish prior to the commencing of any work. The City-Parish has the right but not the duty to approve all insurance policies prior to commencing of any work. If at any time any of the said policies shall fail to meet the requirements as set forth herein or if any of the companies issuing Proposer's policies hereunder fails to meet or maintain an AM Best Rating of no less than A:VI, Proposer shall promptly obtain a new policy, submit the same to the City-Parish for approval and submit a certificate thereof as provided above.

Upon failure of Proposer to deliver and maintain such insurance as above provided, the contract, at the election of the City-Parish, may be forthwith declared suspended, discontinued or terminated. Failure of Proposer to take out and/or to maintain insurance shall not relieve Proposer from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of Proposer concerning indemnification.

Indemnification

Proposer shall indemnify, defend and hold harmless City-Parish from and against any and all claims against City-Parish arising out of Proposer's performance of its obligations hereunder. This provision, however, shall not be considered and shall not be construed to be a waiver of any defense, including sovereign or official immunity, to any claim against City-Parish by an employee of company or any other person in any way whatsoever. Further, the Proposer will look to its own insurance for recovery of any or the foregoing losses and shall waive any right of recovery of insured claims by anyone claiming through them, by way of subrogation or otherwise, including Proposer's respective insurers. This release and waiver remains effective despite either party's failure to obtain insurance.

30. Written or Oral Discussions / Presentation

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected forward. The City-Parish reserves the right to enter into an agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance City-Parish understanding of any or all of the proposals submitted. Neither negotiations, nor changes to vendor proposals, will be allowed during these discussions. Proposals may be accepted without such discussions.

31. Payment for Services

The Proposer shall be entitled to payment in accordance with the provisions of this paragraph. Proposer shall invoice the City-Parish on a monthly basis. The contract will be issued with a maximum (not to exceed) total contract price. Payments will be made by the City-Parish within approximately thirty (30) days after receipt and approval of a properly executed invoice, and approval by the department.

32. Termination

Termination for Cause

The City-Parish may terminate this contract for cause based upon the failure of the Proposer to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that the City-Parish shall give the Proposer written notice specifying the Proposer's failure. If within thirty (30) days after receipt of such notice, the Proposer shall not have either corrected such failure or, in the case of failure which cannot be corrected within thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the City-Parish may, at its option, place the Proposer in default and the Agreement shall terminate on the date specified in such notice.

The Proposer may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the City-Parish to comply with the terms and conditions of this contract; provided that the Proposer shall give the City-Parish written notice specifying the City-Parish failure and a reasonable opportunity for the City-Parish to cure the defect.

Termination for Lack of Appropriated Funds

Should the RFQ result in a multi-year contract, a non-appropriation clause shall be made a part of the contract terms as required by state statutes, allowing the City-Parish to terminate the contract for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated.

If the RFQ contract services are funded by grant funds, the City-Parish shall have the right to terminate the contract or any issued Task Order for which funding is terminated.

Termination for Convenience

The City-Parish may terminate this Agreement at any time by giving thirty (30) days written notice to the Proposer of such termination or negotiating with the Proposer an effective date.

The Proposer shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

33. Assignment

Assignment of contract, or any payment under the contract, requires the advanced written approval of the City-Parish. Neither the City-Parish nor the Purchasing Division obligates itself to contract for or accept more than the actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

Proposals should include the names and qualifications of the individuals that will be assigned to this project. Substitution of personnel shall be approved by the City-Parish.

34. Funds Use

Proposer agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

35. Proposer's Certification of No Suspension or Debarment

By signing and submitting any proposal for \$25,000 or more, the Proposer certifies that their company, any sub-contractors, or principals are not suspended or debarred by the General Services Administration (GSA).

Proposer has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts. A list of parties who have been suspended or debarred can be viewed on the internet at www.sam.gov.

36. Independent Proposer

No relationship of employer and employee is created by this Agreement; it being understood and agreed that Proposer is an independent Proposer. Proposer is not the agent or employee of the City-Parish in any capacity whatsoever, and City-Parish shall not be liable for any acts or omissions by Proposer nor for any obligations or liabilities incurred by Proposer.

Proposer shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

37. Conflict of Interest / Confidentiality

The Proposer covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Proposer represents to and agrees with City-Parish that Proposer has no present, and will have no future, conflict of interest between providing the City-Parish's services

hereunder and any other person or entity which has any interest adverse or potentially adverse to City-Parish, as determined in the reasonable judgment of the City-Parish.

The Proposer agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for City-Parish will be kept confidential and not be disclosed to any other person. The Proposer agrees to immediately notify City-Parish by notices, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five years after termination of services to City-Parish hereunder.

38. Use of City-Parish's Property

Proposer shall not use City-Parish's property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

39. Waiver

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

40. Force Majeure

The Proposer or City-Parish shall be excused from performance under the contract for any period that the Proposer or City-Parish is prevented from performing any services in whole or in part as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided the Proposer or City-Parish has prudently and promptly acted to take any and all corrective steps that are within the Proposer's or City-Parish's control to ensure that the Proposer or City-Parish can promptly perform and to minimize the effect of such events upon performance of their respective duties under the contract.

41. Federal Clauses

The federal clauses in Attachment E are a requirement of the funding through the American Recovery Plan Act of 2021. The successful proposer will be required to acknowledge the requirement for compliance with these federal clauses by signing the document as part of the contract process.



ATTACHMENT A
NEEDED SERVICES & DELIVERABLES
CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE

To achieve a uniform review process and obtain the maximum degree of comparability, the City-Parish requires that the proposals be organized in the manner specified below.

The proposal shall include all of the following:

- 1) **Title Page**
RFQ number, RFQ name, the name of the firm, address, telephone number(s), facsimile machine number(s), name of contact person, and date.
- 2) **Table of Contents**
Clearly identify the materials by section, page number, and/or tabs.
- 3) **Letter of Transmittal (Limited to 5 Pages)**
Containing a summary of Proposer's ability to perform the services describe in the RFQ and confirms that Proposer is willing to perform those services and enter into a contract with the City-Parish. By signing the letter and/or the proposal, the proposer certifies compliance with the signature authority required in accordance with Louisiana law.

States your firm's understanding of the services to be performed and make a positive commitment to provide services as specified. Give the name(s) of the person(s) who is/are authorized to make representations for your firm, their title, address, and email address of each person authorized to sign as the Proposer, their telephone number(s), and facsimile number(s).

The person signing the proposal must be a current corporate officer, partnership member, or other individual authorized to submit a proposal as reflected in the appropriate records on file with the Secretary of State and has authority to sign in the capacity as a Proposer to bind the company (as reflected by a corporate resolution, certificate, affidavit, or any other documents that would trace back to authority to bind a company) in accordance with Louisiana law.
- 4) **Proposal's Contents**
Proposals should contain a clear and comprehensive response to all requirements/questions in the order contained herein:
 - a) Proposer Background & Experience
 - b) Service plan/defined processes fulfilling RFQ requirements
 - c) Other related services
 - d) Required Attachments



ATTACHMENT B
PROPOSAL FORMS
CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE

Sealed proposals will be received by the City of Baton Rouge, Parish of East Baton Rouge until **February 18, 2022, at 2:00 P.M.**, local time, at the following location:

City Hall Building
Division of Purchasing
222 St. Louis Street, Room #826
Baton Rouge, LA 70802

PROPOSAL OF _____

ADDRESS _____

DATE _____

The undersigned hereby agrees to furnish all materials, tools, equipment, insurance, and labor to perform all services required for the following project:

Annual Stormwater Inspection Services

As set forth in the following Contract Documents:

- (1) Notice to Proposers
- (2) The Specifications (Administrative and General Information, Scope of Work/Services, Evaluation, Performance Standards, & Attachments)
- (3) Proposal Forms with Attachments
- (4) Agreement
- (5) The following enumerated addenda: _____ receipt of which is hereby acknowledged.

The undersigned declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion of any kind with any other person, firm, association, or corporation; that the undersigned has carefully examined this Request for Proposal, and proposes, and agrees, if this proposal is accepted, to do all the work and furnish all the services specified in accordance with the requirements of the Contract Documents and to accept as full compensation therefore the total amount of the prices herein proposed, subject to any mutually agreed upon amendments. The undersigned agrees that the proposal is firm until time of award.

The undersigned agrees to execute the Agreement and Affidavit and furnish to the City-Parish all insurance certificates and performance bond required for the project within fifteen (15) calendar days after receiving notice of award from the City-Parish.

The undersigned further agrees that the work will begin on the date specified in the Notice to Proceed, projected to be May 2, 2022, and shall be diligently prosecuted at such rate and in such manner as, in the opinion of the City-Parish's Representative is necessary for the prosecution of the work within the times specified in the Agreement, it being understood that time is of the essence.

The price for performance of all services in accordance with the Contract Documents is based on the unit (or other costs) proposed and accepted after contract negotiations.

NOTE: This financial proposal shall include any and all costs the Proposer wishes to have considered in the contractual arrangement with the City-Parish. If quoted as a lump sum, individual rates and itemized costs included in the lump sum are to be included with the proposal submittal.

All supplemental information requested is enclosed or presented in a separate sealed box or envelope.

(Signature)

(Typed Name)

***THE ATTACHED BIDDER'S ORGANIZATION SHEET MUST BE COMPLETED TO INDICATE WHETHER BIDDER IS AN INDIVIDUAL, PARTNERSHIP, ETC.**

PROPOSER'S ORGANIZATION

PROPOSER IS:

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

A CORPORATION

***IF PROPOSAL IS BY A CORPORATION, THE CORPORATE RESOLUTION MUST BE SUBMITTED WITH BID.**

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BID MUST COMPLETE THIS FORM.

CORPORATE RESOLUTION

A meeting of the Board of Directors of _____,
a corporation organized under the laws of the State of _____, and
domiciled in _____, was held this ____ day of _____, 2022, and
was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded, and after discussion was unanimously adopted by
said quorum:

BE IT RESOLVED, that _____
is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the
City of Baton Rouge, Parish of East Baton Rouge, Louisiana.

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and
effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect
until the Purchasing Director of the City of Baton Rouge, Parish of East Baton Rouge, Louisiana, shall
have been furnished a copy of said resolution, duly certified.

I, _____, hereby certify that I am the Secretary of
_____, a corporation created under the laws of
the State of _____, domiciled in _____;
that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors
of said corporation at a meeting legally called and held on the ____ day of _____, 2022,
as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This ____ day of _____, 2022.

Secretary

AFFIDAVIT

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, personally came and appeared

who, being duly sworn did depose and say:

That he is a duly authorized representative of _____ receiving value for services rendered in connection with a public project of the City of Baton Rouge, Parish of East Baton Rouge, Louisiana: that he has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by him whose services in connection with the project or in securing the public contract were in the regular course of their duties for him; and that no part of the contract price received by him was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by him whose services in connection with the project were in the regular course of their duties for him.

This affidavit is executed in compliance with the provisions of LA R.S. 38:2224.

Affiant's Signature

SWORN TO AND SUBSCRIBED before me, on this _____ day of Month, 2022
Baton Rouge, Louisiana.

NOTARY PUBLIC

day of _____



ATTACHMENT B-1
RATE AND ESTIMATED LEVEL OF EFFORT SCHEDULE

CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE

Classification	Average Payrate	Calculated Rate	Overtime Rate	Standard Hours	Overtime Hours
Supervisor	\$65.25	\$188.91	N/A	5	N/A
Clerical	\$24.58	\$71.16	N/A	10	N/A
Inspector	\$29.29	\$70.26	\$88.65	40	5
Lead Inspector	\$32.90	\$79.66	\$99.58	40	2

The average payrates above are taken from the DOTD document linked below. Overhead rates of 116.18% and 158.50% will be applied to field labor and office labor respectively. A profit margin of 12% will be allowed on top of these rates. Overtime rates for the inspectors and lead inspector will be calculated at 1.25 times the standard rate. These rates are subject to adjustment annually as new rates are published by the DOTD.

http://www.dotd.la.gov/Inside_LaDOTD/Divisions/Engineering/CCS/Job_Qualification/Average%20Salary%20and%20Indirect%20Cost%20Rates.pdf



ATTACHMENT C
INSURANCE REQUIREMENTS
CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE

PROPOSER’S AND SUB-CONTRACTOR’S INSURANCE: The successful Proposer and any sub-contractor shall carry and maintain, at Proposer’s expense at least the minimum insurance as specified below throughout the duration of this contract until completion and acceptance of the work covered by this contract. Proposer shall not commence work under this contract until certificates of insurance have been approved by the City-Parish Purchasing Division. Insurance companies listed on certificates must have industry rating of A-, Class VI or higher, according to Best's Key Rating Guide. Proposer is responsible for assuring that its sub-contractors meet these insurance requirements.

- | | | | |
|----|---|--------------------------------------|----------------------------|
| A. | Commercial General Liability | General Aggregate
Each Occurrence | \$2,000,000
\$1,000,000 |
| B. | Business Auto Policy
Any Auto; or Owned, Non-Owned, & Hired: | Combined Single Limit | \$1,000,000 |
| C. | Standard Workers Compensation - Full statutory liability for State of Louisiana with Employer's Liability Coverage. | | |

The City of Baton Rouge, Parish of East Baton Rouge must be named as additional insured on all general liability policies described above.

Professional Liability coverage for errors and omissions is not required, but Parish shall have the benefit of any such insurance carried by Proposer.

Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.

The Certificate Holder should be shown as:

City of Baton Rouge, Parish of East Baton Rouge
Attn: Purchasing Division
P.O. Box 1471
Baton Rouge, LA 70821

NOTE TO PROPOSERS:

- (1) The successful Proposer shall be required to submit evidence of these Insurance Requirements prior to contract initiation.**
- (2) Retain the complete set of Specifications and Contract Documents and a copy of the Insurance Forms for your files.**



ATTACHMENT D
SAMPLE CONTRACT
Annual Stormwater Inspection Services
CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE

This Agreement entered into effective the ____ day of _____, 2022 by and between the **City of Baton Rouge and Parish of East Baton Rouge**, hereinafter referred to as “City-Parish” on behalf of the Department of Environmental Services, and **Successful Proposer**, hereinafter referred to as “Service Provider”.

Parties acknowledge that the initial two annual terms of this contract are federally funded through the American Recovery Plan Act of 2021.

Article I: Term

This contract shall commence upon the issuance of a Notice to Proceed by the Department and shall continue through December 31, 2022. This contract will have the option of four annual renewals for calendar years 2023, 2024, 2025 and 2026. Extension of the contract into subsequent time periods shall be made by letter on or before the expiration of the contract and is only possible if all prices and conditions remain the same upon mutual agreement of both parties.

Article II: Scope of Services

The City-Parish hereby engages the services of Service Provider, with said services to be rendered to the Department of Environmental Services herein referred to as the “Department” as defined per Attachment “A”, attached and made a part of this agreement as authorized by Metropolitan Council resolution ##### dated March ##, 2022.

Article III: Status of Service Provider

Service Provider is serving as an independent contractor in providing the necessary services and neither the City-Parish nor any of its agents nor assigns shall have responsibility for any acts or omissions of Service Provider, its employees, agents or subcontractors. The Agreement shall not be construed as an employment contract and neither Service Provider nor any employees, agents or subcontractors of Service Provider shall receive benefits afforded by provisions or regulations governing classified or unclassified personnel for the City-Parish and the Service Provider’s representative by signature hereto expressly waives and relinquishes any such rights.

Article IV: Conflict of Interest and Louisiana Code of Ethics

In accordance with Louisiana law (La. Rev. Stat. Title 42, Chapter 15), all vendors and service providers to the City-Parish are required to adhere to the ethics standards for public employees (public employee defined at <https://www.legis.la.gov/legis/Law.aspx?d=99214>). As such, third party vendors and service providers shall be responsible for determining and ensuring that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded a contract with the City-Parish. In addition, third party vendors and service providers are

responsible for adhering to the Louisiana Code of Governmental Ethics throughout the duration of this contract, to include any additional amendments and/or extensions or renewals. Care must be exercised to avoid impropriety.

The Louisiana Board of Ethics is the *only* entity which can officially rule on ethics issues. A link to the Guide for Governmental Ethics can be found at: <http://ethics.la.gov/Pub/Laws/ethsum.pdf>. The Louisiana Board of Ethics website is <http://ethics.la.gov/>.

Article V: Insurance

Service Provider shall carry and maintain at all times during the performance of this contract, insurance coverage with limits of not less than \$1,000,000. A certificate of insurance evidencing the required coverage as noted in Attachment “#” shall be provided prior to final execution of the contract and commencement of work.

Article VI: Indemnification

Service Provider shall indemnify, defend, and hold harmless the City-Parish from any and all losses, damages, expenses or other liabilities, including but not limited to punitive and/or exemplary damages connected with any claim for personal injury, death, property damage or other liability that may be asserted against the City-Parish, its officials, employees or agents, by any party which arises from or allegedly arising from the performing its obligations under this agreement.

Service Provider, its agents, employees and insurer(s) hereby release the City-Parish its agents and assigns from any and all liability or responsibility including anyone claiming through or under them by way or subrogation or otherwise for any loss or damage which Service Provider, its agents or insurers may sustain incidental to or in any way related to Service Provider’s operation under this Agreement.

Article VII: Cybersecurity Prerequisites

Service Provider, including all principals and employees who require access to City-Parish information technology assets, shall complete the cybersecurity training required by La. R.S. 42:1267 and furnish the City-Parish proof of said completion prior to being granted access to said assets.

Article VIII: Compensation

The City-Parish shall pay and Service Provider agrees to accept the unit prices in Attachment B as full compensation for the professional services to be performed under this contract. The contract amounts shall not exceed \$965,000 annually.

This compensation shall be payable within thirty (30) days after submission and approval of monthly invoices in the Department invoice portal with appropriate documentation.

Article IX: Inspection of Books and Records

The Service Provider shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Service Provider relating to performance under this Agreement for the purpose of audit, examination, excerpts, and transcriptions.

Article X: Record Retention

The Service Provider must retain all financial records, supporting documents, statistical records, and all other records pertinent to the grant award for at least 3 years.

Article XI: Complete Agreement

This is the complete agreement between the parties and supersedes all prior discussions and negotiations. Neither party shall rely on any statement or representations made by the other party not embodied in this agreement. This agreement shall become effective upon final signature by all parties.

Article XII: Contract Modifications

No amendment or change to the terms of this agreement shall be valid unless made in writing, signed by the parties and approved as required by law. In the event of an inconsistency between this Professional Service Agreement and any Attachments or Exhibits, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Professional Service Agreement.

Article XIII: Termination for Convenience

The City-Parish may terminate this agreement at any time by giving thirty (30) days written notice to consultant of such termination or negotiating with the contractor an effective date. In the event of early termination of this Agreement, City-Parish shall pay all costs accrued by Service Provider as of the date of termination, including all non-cancelable obligations and all non-cancelable contracts. Service Provider shall deliver all completed deliverables to the City-Parish granting party at the time of termination.

Article XIV: Termination for Cause

The City-Parish may terminate this agreement for caused based upon the failure of the Service Provider to comply with the terms and/or conditions of the agreement provided that written notice specifying the failure shall be given. Service Provider shall have thirty (30) days to correct such failure or, begin a good faith effort to correct the failure and thereafter proceed diligently to complete such correction. If such efforts are not made as defined herein, the City-Parish, may at its option, place the Service Provider in default and the agreement shall terminate on the date specified in such notice.

The Service Provider may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the City-Parish to comply with the terms and conditions of the

agreement, provided that the Service Provider shall give the City-Parish written notice specifying the City-Parish's failure and a reasonable opportunity for the City-Parish to correct the failure. Should the Service Provider be determined to be in "default" under the terms, conditions and deliverables outlined in this contract, then all costs occurred will be subject to adjustment based on the remaining scope of services. In the event of contract termination, all relevant documents and work product shall be considered the property of the City-Parish and returned to the City-Parish.

Article XV: Termination for Lack of Grant Funding

The continuation of this contract for the two initial terms is contingent on the federal funding provided by the American Recovery Plan Act of 2021. Should said funding cease, this agreement shall terminate immediately.

Article XVI: Assignment and Subcontracting

This agreement is not assignable by the Service Provider without the City-Parish's written consent, which it may withhold at its sole discretion, and any unapproved assignment will be invalid and ineffective. The Service Provider may not subcontract any of its responsibilities under this Agreement to another person without the City-Parish's prior approval.

Article XVII: Governing Law and Venue

This agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Agreement shall be in the Nineteenth Judicial District court, parish of East Baton Rouge, State of Louisiana.

Article XVIII: Federal Clauses

The Service Provider, as part of this agreement, is receiving funding under a Federal award. The Service Provider shall comply with all applicable contract provisions as prescribed in Appendix II to Part 200 of the Code of Federal Regulations. Said provisions are provided in Attachment E, which is hereby made part of this agreement. All Service Providers receiving Federal funds through the City-Parish, as a non-Federal entity, shall sign Attachment E indicating their understanding and agreement to the applicable Federal contract provisions.

In witness whereof, the parties hereto have executed this Agreement effective as of the date first written above.

WITNESSES

City of Baton Rouge and Parish of East Baton Rouge

By: _____
Sharon Weston Broome
Mayor-President

Date: _____

Successful Proposer

By: _____

Date: _____

Approved:

Approved:

Richard Speer, PE
Environmental Services Director

Kelvin J. Hill, Assistant CAO
Office of the Mayor-President

Approved as to form:

Office of the Parish Attorney



ATTACHMENT E
COMPLIANCE WITH THE CODE OF FEDERAL REGULATIONS
(2 C.F.R. § Pt. 200, App. II)

Definitions:

non-Federal entity- means a State, local government, Indian tribe, Institution of Higher Education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

federally assisted construction contract – any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government

funding agreement – agreement entered into between any Federal agency and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government.

The Contractor/Vendor/Sub-Recipient receiving funding under a Federal award, shall comply with all applicable contract provisions as prescribed in Appendix II to Part 200.

All contracts for more than the simplified acquisition threshold, which is inflation adjusted and determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council as authorized by 41 U.S.C. 1908, must address **administrative, contractual, or legal remedies** in instances where **contractors violate or breach contract terms**, and provide for such **sanctions and penalties** as appropriate. As of 10/8/2021 the simplified acquisition threshold is **\$150,000.00**.

All contracts in excess of **\$10,000.00** must address **termination for cause** and for **convenience** by the non-Federal entity.

If a Federal award meets the definition of a “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during

employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

DAVIS-BACON ACT

The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as amended, with the provisions of Contract Work Hours and Safety Standards Act, the Copeland "AntiKickback" Act (40 U.S.C. 276a-276a-5*, 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards in so far as those acts apply to the performance of this contract. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Contractor shall maintain documentation which demonstrates compliance with requirements of this part. Such documentation shall be made available to the City-Parish for review upon request.

**COMPLIANCE WITH THE CONTRACT WORK HOURS AND
SAFETY STANDARDS ACT (40 U.S.C. 3701-3708)**

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

CLEAN AIR ACT

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to the non-federal entity and understands and agrees that the non-federal entity will, in turn, report each violation as required.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance through this contract.

CLEAN WATER ACT / FEDERAL WATER POLLUTION CONTROL ACT

The Contractor hereby agrees to adhere to the provisions, which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 et seq.
- (2) If this contract is funded by **FEMA** dollars, the Contractor agrees to report each violation to the GOHSEP and understands and agrees that the GOHSEP will, in turn, report each violation as required to assure notification to the **FEMA**, and the appropriate Environmental Protection Agency Regional Office.
- (3) If this contract is funded by **FEMA** dollars, the Contractor agrees to include these requirements in each subcontract exceeding **\$150,000** financed in whole or in part with Federal assistance provided by FEMA.

DEBARMENT & SUSPENSION

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by City of Baton Rouge / Parish of East Baton Rouge. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Baton Rouge / Parish of East Baton Rouge, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

The Contractor shall submit a Federal Debarment Certification to assure compliance with the aforementioned regulation.

BYRD ANTI-LOBBYING ACT

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act. Contractors who apply or bid for an award shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining

any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

PROCUREMENT OF RECOVERED MATERIALS
(2 C.F.R. § 200.323)

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds **\$10,000** or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE
SERVICES OR EQUIPMENT** (2 C.F.R. § 200.216)

Specifically,

a) recipients and subrecipients are prohibited from using grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115-232*, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

- b) In implementing the prohibition under *Public Law 115-232*, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c) See *Public Law 115-232*, section 889 for additional information.
- d) See also § 200.471.

DOMESTIC PREFERENCES FOR PROCUREMENT
(2 C.F.R. § 200.322)

- a) As appropriate and to the extent consistent with law, the parties should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- b) For purposes of this section:
 - (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

IN WITNESS WHEREOF, the **Contractor** understands and agrees to the above Federal award provisions.

CONTRACTOR

_____ **BY:** _____
(*Authorized Signature, printed name*)

Date: _____